

UNITED CANVAS & SLING, INC.,
Plaintiff,
vs.
HARTFORD INSURANCE COMPANY
OF THE MIDWEST and SWIMMER
INSURANCE AGENCY, INC.,
Defendants.


THIS MATTER is before the Court on Defendant Hartford Casualty Insurance Company of the Midwest's ("Defendant Hartford's") Motion to Clarify, or in the alternative, Motion to Reconsider. (Doc. No. 54). While Plaintiff has not had the opportunity to respond to this Motion, the Court has reviewed the Motion and finds that no response is necessary. The Court will now clarify the status of Defendant Hartford's arguments made in support of its motion for summary judgment.

The Court confirms that Defendant Hartford's Motion for Summary Judgment (Doc. No. 33), and supporting memorandum (Doc. No. 39), address its arguments in support of dismissing (1) Plaintiff's state law based extra-contractual claims for attorneys' fees and interest and (2) Plaintiff's declaratory judgment claim. The Court has carefully read these filings and finds that Defendant Hartford, through the foregoing motion and memorandum, has preserved its motion for summary judgment against all of Plaintiff's claim against it, including Plaintiff's claim for breach of contract and declaratory judgment and Plaintiff's request for interest, costs, and attorneys' fees. Plaintiff and Defendant Hartford should be prepared to address these issues at the Court's hearing on the parties' motions on April 8, 2015 at 9:00 a.m.

The Court reminds all counsel of their obligation to strictly follow the Court's word count limitations, as provided in the Court's Standing Order Governing Civil Case Management Before the Honorable Frank D. Whitney (Misc. No. 3:07-MC-47, Doc. No. 2) and in the Court's Case Management Order entered by the Court in this case on October 16, 2014 (Doc. No. 15). Additionally, pursuant to the Court's Standing Order, counsel for the parties are required to file a certificate with each memorandum of law confirming that the memorandum complies with the word limitation rules. Non-complying briefs will be stricken summarily from the record. The Court notes that the memorandum filed by Defendant Hartford in support of the motion at issue in this Order does not include this certificate, and as such, it does not comply with the Court's rules. However, in the interest of judicial efficiency, the Court will not strike the memorandum. The Court is concerned that the parties in this case are not following the rules governing civil proceedings before this Court. Therefore, in the interest of moving this case forward in a fair and expeditious manner, the Court encourages the parties to carefully review their supporting memoranda before filing them with the Court to ensure all arguments are made in the most clear and succinct manner possible.

IT IS SO ORDERED.

Signed: April 2, 2015


Frank D. Whitney
Chief United States District Judge

